UNFAIR COMPETITION.—The use of the name of a place as a trade-mark for shoes which are not made there, in order to get the advantage of the reputation of shoes made at that place, is held, in *Coleman, B. & W. Co.* v. *Dannenberg Co.* (Ga.), 41 L. R. A. 470, to be such a deception as would prevent the protection of such trade-mark by a court of equity. But, on the contrary, the deception will be enjoined at the suit of manufacturers located at the place in question, where it has established a reputation for that particular class of goods, and the local manufacturers are injured by the placing of inferior goods on the market, falsely branded as having been manufactured there. *Pillsbury etc. Co.* v. *Eagle*, 41 L. R. A. 162 (86 Fed. 608). The subject of unfair competition is discussed in learned articles in 10 Harvard Law Review, 275, and 12 *Ib.* 243.

LIABILITY OF PRINCIPAL FOR PENALTIES INCURRED BY AGENT.—Liability of a partner for a penalty on account of the acts of a copartner, done without his knowledge or consent, is denied in *Williams* v. *Hendricks* (Ala.), 41 L. R. A. 650, in a case as to a penalty for cutting trees. But the liability of an employer to a penalty for the acts of his employee is sustained in *Bryan* v. *Adler* (Wis.), 41 L. R. A. 658, where the penalty was imposed for refusal to serve a colored patron in an eating-house. On the other hand, the employer's penal liability for an overcharge by a conductor, which was not authorized or approved by the employer, is denied in *Hall* v. *Norfolk & W. R. Co.* (W. Va.), 41 L. R. A. 669. A question of great interest raised by these cases, as to the criminal and penal liability of a person for the act of his copartner, servant or agent, is considered in an extensive note to these cases, reviewing the large number of decisions which touch the matter. The decisions are conflicting, but there are many which hold an employer liable to a penalty for acts of servants or agents which he has not authorized, if they are done in the scope of the employment.

FORGERY BY USE OF RUBBER STAMP.—The fact that a bank depositor procures a rubber stamp which will make a *fac simile* of his signature, while the bank has no notice of that fact, is held, in *Robb* v. *Pennsylvania Company for Insurance* (Pa.), 41 L. R. A. 695, to be insufficient ground for charging him with the loss, when the bank pays a check to which his name was forged by a clerk who clandestinely obtained and used the stamp for that purpose.

Two of the five judges dissented. The decision is learnedly reviewed in an article by Ira Jewell Williams, in 37 Am. Law Reg. (N. S.) 745. While approving the decision, the author rejects the *dictum* of the court that if the depositor had been negligent in allowing the forger to have access to the stamp, the loss would rest upon him instead of upon the bank, since the proximate cause of the loss would have been the criminal forgery, and not the negligence of the depositor. The true grounds upon which he places the liability upon the bank are: (1), A bank is bound, at its peril, to know the signatures of its depositors, and to pay only checks properly signed. (2), A bank cannot, in any event, defend on the ground of a payment on a stamp-forged check, any more than on a payment on any other forgery, because (a), The depositor's possession of such a stamp is entirely legal, and is no evidence of negligence; (b), Any one else could procure a similar stamp; and (c), Such a stamp cannot be made so as to deceive the initiated or the ordinarily prudent.